

MEETING DATE: February 3, 2009

AGENDA ITEM: Consideration of a recommendation to City Council regarding the reassignment of Parks and Playgrounds Recreation Leaders to provide supervision at the Culver City Skate Park.

ATTACHMENTS

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City of Culver City, California **ATTACHMENT A**
Parks, Recreation and Community Services Agenda Item Report

Meeting Date: <u>11/06/08</u>	Item Number: <u>A-2</u>
AGENDA ITEM: Consideration of a Recommendation to City Council Regarding Options for Supervising the Skate Park and Establishing User Fees.	
Contact Person/Dept.: Bill La Pointe, Phone Number: (310) 253-6655 Director of Parks, Recreation and Community Services	
Fiscal Impact: Yes ☐ No ☒	General Fund: Yes ☐ No ☐
Public Hearing: ☐	Action Item: ☒ Attachments: ☒
Public Notification: PRCS Master Notification List (10/30/08); Courtesy Advance Email Notification to all PRCS Distribution Lists and the City Master Email Notification List (10/27/08; n=1,193) PRCS E-Mail List of Skate Park Stakeholders (10/24/08; n=30); Posted Notices (10/24/08 through 11/06/08).	
Department Approval: Bill La Pointe, Director of Parks, Recreation and Community Services (10/28/08)	City Attorney Approval: N/A
Chief Financial Officer Approval: N/A	City Manager Approval: N/A

RECOMMENDATION:

Staff recommends that the Parks, Recreation and Community Services (PRCS) Commission consider making a recommendation to City Council regarding options for supervising the Skate Park and establishing user fees.

BACKGROUND:

Pertinent discussions and activities with regard to the operation of the Culver City Skate Park and actions taken by the City Council ('Council') and/or the Parks, Recreation and Community Services Commission ('Commission') are summarized in the table below:

DATE	ACTION / ACTIVITY
04/28/2003	The Council approves submission of a Land and Water Conservation Fund (LWCF) grant application for funding a permanent skateboard park which is subsequently granted.
08/22/2005	The Council awards a professional services agreement to SITE Design Group, Inc. to design a permanent skateboard park at Culver City Park and a final site plan is developed.
8/13/2007 to 8/20/2007	Upon the Commission's recommendation (as per the meeting of 08/07/2007), the Council introduces an Ordinance amending Culver City Municipal Code Section 9.10.300(B) to authorize the Council to establish, by Resolution, Skateboard Park Rules and Regulations and adopts the Resolution.

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(note: effective 11/20/07)	As a result of the adoption and the posting of the Skateboard Park Rules and Regulations, the City is in compliance with Section 11580 of the California Health and Safety Code and, therefore, the City can classify skateboarding as a "hazardous recreational activity" and qualify for certain immunity to liability with respect to this type of activity as per California Government Code 831.7. These State Codes are provided as Attachments A and B.
11/01/2007	The Council and Commission Skateboard Park Subcommittees meet with staff to recommend continuing operating as an unsupervised park as outlined in State Law and recommend: improved enforcement of existing rules, locking the Skate Park; increased lighting to improve visibility of the locking mechanism; preparing additional signage and creating an incentive program to increase rule compliance.
11/06/2007	The Commission reviews the Subcommittees' report and takes action to indicate to Council that they recommend: the Skate Park remain unsupervised; be locked when closed; an increase in the frequency of rule enforcement; exploration of incentive programs to encourage rule compliance; installation of additional signage regarding proper safety gear.
11/19/2007	The Council considers and takes action to support the recommendation of the Skateboard Park Subcommittees and the Commission to continue operating the Skate Park as an unsupervised park as outlined in State Law and directs staff to implement various other enforcement and incentive activities to promote rule compliance.
5/06/2008	The Council and Commission Skateboard Park Subcommittees meet with City staff to discuss challenges arising at the park. Agreement is reached to convene again once the new Commission is seated in July. (However, due to scheduling conflicts the group is unable to convene.)
8/27/2008 and 9/11/2008	The Council and Commission Skateboard Park Subcommittees meet with City staff to discuss supervision alternatives for the Skate Park, fiscal implications and additional recommendations to staff. The Subcommittees reach general agreement that supervision of the Skate Park may be in the best interest of all parties concerned. Draft minutes from these meetings are included as Attachment C.
9/04/2008, 10/07/2008 and 10/22/2008	The Commission receives updates from the Subcommittee members (Chair Shapiro, Commissioner Hudson), makes inquiries of staff and receives public comment regarding possible supervision of, user fees for, and additions to, the Skate Park. The Commission requests the item be scheduled for further discussion at the meeting of November 6, 2008.
10/14/2008	The Council and Commission Skateboard Park Subcommittees meet to review information from staff. The Subcommittees express concerns about the fiscal impact of supervising the Skate Park particularly given current economic conditions. The Subcommittees propose a variety of recommendations for staff to explore including providing options for limiting the hours of operation, establishing specific hours for designated user groups (e.g., adults, younger children, etc), and utilizing volunteers to support supervision efforts.

** Staff reports and/or minutes from the above referenced meetings are available on the Culver City website in the past agendas and meetings archives.*

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DISCUSSION:

In the year since its opening, the operations of the Skate Park have been the subject of ongoing Council, Commission and Subcommittee discussions with most recent conversations focusing on possible options for supervising the Skate Park and establishing user fees. As discussed in Attachment C, the Subcommittees identified several key factors in evaluating the merits of, and method(s) for, changing Skate Park operations, the most paramount being the safety and wellbeing of participants, park users and staff.

A brief report of injuries incurred at the Skate Park since its opening in October 2007 is included as Attachment D. To reduce the likelihood of injury to (almost) zero one option would be to close the Skate Park. Other options discussed below outline options for the Commission's consideration in the following areas: (1) Skate Park Supervision, (2) Skate Park User Fees and, (3) Additions to the Skate Park Area.

1. Skate Park Supervision

Possible options for supervising the Skate Park and the associated fiscal implications are noted below and summarized in Attachment E, Tables 1 - 3. Options include, but are not limited to:

- a. **No changes:** Continue operating as an unstaffed facility with periodic oversight provided by Parks and Playgrounds Staff, the Park Patrol and the Culver City Police Department. The City thereby maintains certain immunities to liability as per State Code.
 - As this is current practice, there is no additional fiscal impact.
- b. **Volunteer supervision:** Begin operating as a volunteer 'staffed' facility with trained volunteers on-site to monitor participant entry/exit and rule compliance. In the interest of preserving participant safety and City liability protections, staff does not recommend sole utilization of volunteers to provide supervision at the Skate Park. Staff welcomes the opportunity to engage volunteers and could explore such a program at a future date. In isolation however, staff feels that using volunteers exclusive of staff has the potential to create an unsafe situation for users and/or volunteers and a greater liability on the City.
 - No fiscal impact at this time. If a volunteer program were to be initiated, costs incurred may include staff time, volunteer training, publicity, etc.
- c. **City-staffed supervision:** Begin operating as a staffed facility with Recreation staff on-site to monitor participant entry/exit and rule compliance. If the City were to provide supervision at the Skate Park, the immunity afforded by law may be significantly compromised. Implementing a policy and practice for participant liability waivers could preserve City immunity except in circumstances of gross

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negligence and known dangerous conditions. (Given the relative newness of the statute there is no prevailing precedent to help determine the extent/nature of any such protection as provided by Law.)

- Staff has proposed three options for hours of operation and projected revenue and expenses associated with City-staffed supervision. These are presented in Attachment E, Table 1 as options A, B and C. (Option B includes an opportunity for adult-only skating. Time-specific skating could be implemented for other user groups as well at times later determined by staff based on the operating hours selected.)
 - Staff has also proposed supplemental revenue options (lessons, events and sponsorships) that may be used to further offset the cost of operating the Skate Park. These options are presented in Attachment E, Table 1.
 - Staff has proposed user fees to recover a portion of costs and believes the Skate Park could be expected to achieve a cost recovery of 40-50%, consistent with the Recreation Division overall recovery rate of approximately 50%. The proposed fees are presented in Attachment E, Table 2. (See also *Skate Park User Fees* below)
 - If the proposed user fees are implemented, staff estimates the net impact to the City's General Fund in the first year of operation could range from a low of \$28,537 to a high of \$50,674 depending on the option(s) selected.
- d. **Contract-staffed supervision:** Begin operating as a staffed facility by entering into a contract with a skate park management organization for on-site monitoring of participant entry/exit and rule compliance. The contracted entity would be required to hold an insurance policy identifying Culver City as an additional insured. (As noted above, such limits to liability are subject to interpretation.)
- Staff has received a preliminary proposal from a skate park management organization that operates facilities for a number of municipalities around the country. Proposed hours of operation and projected revenue and expenses are presented in Attachment E, Table 3. Revenue estimates include admissions, concessions, special events and sponsorships.
 - Though specific user fees were not proposed, the contractor estimates cost recovery of approximately 50%.
 - The proposed costs received from the contractor estimate the net impact to the City's General Fund in the first year of operation at approximately \$101,000.

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2. Skate Park User Fees

If the Parks, Recreation and Community Services Commission recommends the Skate Park operate as a supervised facility, staff recommends the costs for supervising the facility be supported by a combination of General Fund resources and moderate user fees to partially recover costs. As noted above, proposed user fees are presented in Attachment E, Table 3. In the absence of user fees, the City's General Fund would need to fund the full cost of supervision thus having a more significant negative impact on programs previously funded in the 2008-09 Adopted Budget. In the absence of support from the General Fund, very high user fees would need to be charged to completely recover costs, a strategy likely to be unsuccessful.

In projecting user fees and revenues, staff reviewed information for various skate parks, primarily comparable sites in the cities of Santa Monica and Torrance. Information from these parks is provided in Attachment F. Though this information was used to help inform staff's recommendation, it is important to recognize that fee comparisons between cities are challenging due to the inherent differences across cities (collective bargaining agreements, benefits provided, cost recovery policies, etc).

Though user fees of this nature do not, by law, require a public hearing, the City Council and PRCS Department would generally observe the following process to establish user fees to encourage community input in the process:

- i. A public meeting (in the form of a City Council meeting) is scheduled to consider adopting a resolution establishing the proposed fees.
- ii. Public notices are published in a local newspaper of general circulation in the City not less than 14 days prior to the meeting. Additional noticing is conducted as deemed appropriate by the PRCS Department Director.
- iii. Public comment in the form of correspondence or audience testimony is received by the Council at the meeting.
- iv. City Council, after receiving public comment and a staff report, may continue the item or take action. If continued, additional notices are published and the process repeats until the City Council takes action to/not to adopt the fees.

Were supervision and/or user fees to be adopted by the City Council, staff would implement further noticing to ensure users have knowledge of the change prior to it taking effect. Further, staff would encourage community groups such as the Parks and Service Foundation or the Culver City Exchange Club to consider making Skate

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Park passes an eligible use for funds these groups make available to support the participation of youth from low-income families.

3. Additions to the Skate Park area

The Parks, Recreation and Community Services Commission may also wish to consider a recommendation pertaining to additions to the Skate Park area as a complement to, or independent of, recommendations made for supervision and/or user fees. Possible improvements and their associated fiscal implications are noted below and summarized in Attachment G. Projects include but are not limited to:

- a. **Staff Accommodations:** Provide a staff area for supervising participants, tracking attendance, collecting fees (if implemented) and the capacity to contact emergency personnel if necessary. This area can range from a simple staff chair and tent to a fully-functioning building.
 - Minimum: Staff has prepared an estimate for providing an outdoor on-site staff area. Inclusive of a radio connected to the City's emergency communications system, a small shade tent and seating, the cost is estimated at \$ 4,400 as outlined in Attachment G.
 - Maximum: Engineering staff has prepared estimates for a traditionally-built or a modular-built facility. Inclusive of materials, construction, a drinking fountain and office equipment, the cost is estimated at \$166,950 - \$245,886 as outlined in Attachment G.
 - o The skate park management company mentioned previously has indicated a capital facility would be a prerequisite to securing their services.
- b. **Permanent Water Fountain:** Installation of a water fountain adjacent to the Skate Park.
 - Infrastructure such as a water connection would be necessary. A sewer connection is preferred but not required.
 - Staff estimates a stand-alone water fountain without a sewer connection could cost up to \$13,000 depending on the proximity of a water line.
- c. **Video Surveillance Equipment:** The installation of video surveillance equipment was approved by a previous City Council, however the current Council may wish to reconsider the issue and/or make a determination as to the exact nature/function of the equipment.
 - Staff estimates the cost of materials and installation at \$26,000.

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As these projects are not included in the adopted 2008-2009 Capital Improvement Project Budget, their implementation would be contingent on securing funding as per the direction of the City Council, if any. Staff estimates that securing funding and completing construction could be expected to take 9-18 months depending on the selected projects.

FISCAL ANALYSIS:

Though the decision to approve a budget amendment and appropriate funds is the responsibility of the City Council, the Parks, Recreation and Community Services Commission may wish to consider the financial impact to the City in making their recommendation(s). The fiscal implications of each of the preceding options are summarized in Attachments E and G.

ATTACHMENTS:

- A. California Health and Safety Code Section 115800
- B. California Government Code Section 831.7
- C. Draft minutes of the August 27, 2008 and September 11, 2008 Joint Meetings of the City Council and Parks, Recreation and Community Services Commission Skateboard Park Subcommittees
- D. Report on Injuries Incurred at the Skate Park Since Its Opening in October 2007
- E. Skate Park Supervision & User Fee Options
- F. Operations Information for the Cities of Santa Monica and Torrance Skate Parks
- G. Expenditures for Additions to the Skate Park Area

MOTIONS:

That the Parks, Recreation and Community Services Commission:

1. Recommend to the City Council that the Culver City Skate Park operate as an unstaffed facility with periodic oversight provided by Parks and Playgrounds Staff, the Park Patrol and the Culver City Police Department as is current practice;

or

2. Recommend to the City Council that the Culver City Skate Park operate as a supervised facility with established operating hours during which City-staff is on-site to monitor participant entry/exit and rule compliance; and further recommend the Skate Park hours of operation as outlined in Option (A, B, or C) and the user fees proposed in this report;

or

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3. Recommend to the City Council that the Culver City Skate Park operate as a supervised facility with established operating hours during which Contract-staff is on-site to monitor participant entry/exit and rule compliance; and further recommend staff work towards a proposal that includes user fees similar to those proposed in this report;

or

4. Recommend to the City Council that the Culver City Skate Park be closed (indefinitely or permanently).

and

5. Recommend the City Council fund one or more of the additions to the Skate Park area outlined in this report: staff accommodations, permanent water fountain, and/or video surveillance equipment.

and/or

6. Provide staff with additional comments.

MEETING DATE: November 6, 2008

AGENDA ITEM: Consideration of a Recommendation to City Council Regarding Options for Supervising the Skate Park and Establishing User Fees.

ATTACHMENTS

	<u>Pages</u>
A. California Health and Safety Code Section 115800	1 - 2
B. California Government Code Section 831.7	3
C. Draft minutes of the August 27, 2008 and September 11, 2008 Joint Meetings of the City Council and Parks, Recreation and Community Services Commission Skateboard Park Subcommittees	4 - 9
D. Report on Injuries Incurred at the Skate Park Since Its Opening in October 2007	10 - 14
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CALIFORNIA HEALTH AND SAFETY CODE

SECTION 115800

115800. (a) No operator of a **skateboard park** shall permit any person to ride a **skateboard** therein, unless that person is wearing a helmet, elbow pads, and knee pads.

(b) With respect to any facility, owned or operated by a local public agency, that is designed and maintained for the purpose of recreational **skateboard** use, and that is not supervised on a regular basis, the requirements of subdivision (a) may be satisfied by compliance with the following:

(1) Adoption by the local public agency of an ordinance requiring any person riding a **skateboard** at the facility to wear a helmet, elbow pads, and knee pads.

(2) The posting of signs at the facility affording reasonable notice that any person riding a **skateboard** in the facility must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation under the ordinance required by paragraph (1).

(c) "Local public agency" for purposes of this section includes, but is not limited to, a city, county, or city and county.

(d) (1) Skateboarding at any facility or **park** owned or operated by a public entity as a public **skateboard park**, as provided in paragraph (3), shall be deemed a hazardous recreational activity within the meaning of Section 831.7 of the Government **Code** if all of the following conditions are met:

(A) The person skateboarding is 12 years of age or older.

(B) The skateboarding activity that caused the injury was stunt, trick, or luge skateboarding.

(C) The **skateboard park** is on public property that complies with subdivision (a) or (b).

(2) In addition to the provisions of subdivision (c) of Section 831.7 of the Government **Code**, nothing in this section is intended to limit the liability of a public entity with respect to any other duty imposed pursuant to existing law, including the duty to protect against dangerous conditions of public property pursuant to Chapter 2 (commencing with Section 830) of Part 2 of Division 3.6 of Title 1 of the Government **Code**. However, nothing in this section is intended to abrogate or limit any other legal rights, defenses, or immunities that may otherwise be available at law.

(3) For public **skateboard** parks that were constructed on or before January 1, 1998, this subdivision shall apply to hazardous recreational activity injuries incurred on or after January 1, 1998, and before January 1, 2001. For public **skateboard** parks that are constructed after January 1, 1998, this subdivision shall apply to hazardous recreational activity injuries incurred on or after January 1, 1998, and before January 1, 2012. For purposes of this subdivision, any **skateboard** facility that is a movable facility shall be deemed constructed on the first date it is initially made available for use at any location by the local public agency.

(continued)

(4) The appropriate local public agency shall maintain a record of all known or reported injuries incurred by a skateboarder in a public **skateboard park** or facility. The local public agency shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the public agency. Beginning in 1999, copies of these records shall be filed annually, no later than January 30 each year, with the Judicial Council, which shall submit a report to the Legislature on or before March 31, 2011, on the incidences of injuries incurred, claims asserted, and the results of any lawsuit filed, by persons injured while skateboarding in public **skateboard** parks or facilities.

(5) This subdivision shall not apply on or after January 1, 2001, to public **skateboard** parks that were constructed on or before January 1, 1998, but shall continue to apply to public **skateboard** parks that are constructed after January 1, 1998.

(e) This section shall remain in effect until January 1, 2012, and as of that date is repealed, unless a later enacted statute, enacted before January 1, 2012, deletes or extends that date.

115800. (a) No operator of a **skateboard park** shall permit any person to ride a **skateboard** therein, unless that person is wearing a helmet, elbow pads, and knee pads.

(b) With respect to any facility, owned or operated by a local public agency, that is designed and maintained for the purpose of recreational **skateboard** use, and that is not supervised on a regular basis, the requirements of subdivision (a) may be satisfied by compliance with the following:

(1) Adoption by the local public agency of an ordinance requiring any person riding a **skateboard** at the facility to wear a helmet, elbow pads, and knee pads.

(2) The posting of signs at the facility affording reasonable notice that any person riding a **skateboard** in the facility must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation under the ordinance required by paragraph (1).

(c) "Local public agency" for purposes of this section includes, but is not limited to, a city, county, or city and county.

(d) This section shall become operative on January 1, 2012.

(continued)

(4) Damage or injury suffered in any case where the public entity or employee recklessly or with gross negligence promoted the participation in or observance of a **hazardous recreational activity**. For purposes of this paragraph, promotional literature or a public announcement or advertisement which merely describes the available facilities and services on the property does not in itself constitute a reckless or grossly negligent promotion.

(5) An act of gross negligence by a public entity or a public employee which is the proximate cause of the injury. Nothing in this subdivision creates a duty of care or basis of liability for personal injury or for damage to personal property.

(d) Nothing in this section shall limit the liability of an independent concessionaire, or any person or organization other than the public entity, whether or not the person or organization has a contractual relationship with the public entity to use the public property, for injuries or damages suffered in any case as a result of the operation of a **hazardous recreational activity** on public property by the concessionaire, person, or organization.

These minutes are not official until approved by the City Council Skateboard Park Subcommittee and the Parks and Recreation Commission Skate Park Subcommittee.

ATTACHMENT C

August 27, 2008

5:10 P.M.

JOINT MEETING OF THE
CITY COUNCIL SKATEBOARD PARK SUBCOMMITTEE
AND THE PARKS AND RECREATION COMMISSION SKATE PARK SUBCOMMITTEE
CITY OF CULVER CITY, CALIFORNIA

DRAFT

Call to Order - 5:10 p.m.

The joint meeting of the City Council Skateboard Park Subcommittee and the Parks and Recreation Commission Skate Park Subcommittee was called to order at 5:10 p.m. in the Patio Conference Room, 2nd floor, City Hall.

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Roll Call

City Council Skateboard Park Subcommittee

Members Present: Gary Silbiger, Vice Mayor
Christopher Armenta, Councilmember

Parks and Recreation Commission Skate Park Subcommittee

Members Present: Anita Shapiro, Chair
Rick Hudson, Commissioner

Staff Present: Jerry Fulwood, City Manager
Marlee Chang, Assistant City Manager
Heather Baker, Assistant City Attorney
Roland Miranda, Deputy City Attorney
Don Pedersen, CCPD Chief of Police
Scott Bixby, CCPD Police Captain
Sharon Guidry, Enforcement Services Manager
Jeff Muir, Chief Financial Officer
Mary Noller, Budget Services Division Manager
William La Pointe, PRCS Director
Brianna Frazier, PRCS Senior Management Analyst

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Item J-1

A Joint Meeting of the City Council Skateboard Park Subcommittee and the Parks and Recreation Commission Skate Park Subcommittee to Discuss Supervision Alternatives for the Skate Park at Culver City Park.

Roland Miranda, Deputy City Attorney, provided a brief overview of how the supervision of the skate park impacts the city's liability according to State Code. He noted that as an unsupervised park with rules and regulations included in both an ordinance and posted signage, the City has immunity from liability. If the City were to supervise the park, and in particular if it charges a user fee, the City immunity would be substantially compromised, exposing the City to greater risk.

Heather Baker, Assistant City Attorney further highlighted that supervising the skate park could increase our liability particularly for "gross negligence" or "known dangerous conditions."

Councilmember Armenta inquired as to the effect of liability waivers in preserving immunity. Mr. Miranda advised that it is somewhat unclear how much a waiver would protect the City. Given the relative newness of the statute there is no prevailing precedent that would help to define if such a policy could successfully be challenged in the courts but advised that a waiver would be a 'good start' for mitigating the City's exposure to risk.

Bill La Pointe, PRCS Director solicited input on the experiences of persons around the table in relation to the Skate Park. Discussion ensued regarding:

- an incident which occurred August 4th at the Skate Park;
- the importance of participant safety;
- abusive actions by skate park participants towards staff and the park;
- participants who use the skate park because it is an unsupervised facility;
- lack of cleanliness;
- perceived need for sturdier fencing to minimize unauthorized use;
- safety hazards created by items brought into the park, including cones, carts, trash cans;
- concerns that the City is missing out on revenue from unauthorized events and vendors at the skate park; and
- programming and partnership opportunities associated with a supervised facility.

Mr. La Pointe highlighted an idea previously proposed by the City Council of installing video surveillance on the rooftop of the City Transportation Facility garage. The Police Department would monitor the cameras at their discretion and send a unit to the skate park on an as-needed/as-available basis.

Mr. La Pointe and Vice Mayor Silbiger remarked on a visit they made to The Cove Skate Park in Santa Monica which is a supervised facility surrounded by various parks and recreation amenities that are also supervised and heavily used. Santa Monica staff noted that The Cove is City subsidized by about 50%, with annual expenditures of approximately \$100,000 and revenues of \$50,000. Mr. La Pointe estimated Culver City would need to subsidize the skate park by \$50,000 - \$70,000 annually to provide supervision.

The Subcommittees reached consensus to further explore the possibility of providing staff supervision to the Culver City Skate Park.

The Subcommittees agreed to reconvene on September 11, 2008 at 6 PM to further discuss the issue and review the financial implications of supervising the skate park.

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Meeting Adjourned - 6:08 p.m.

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Respectfully submitted,

Gary Silbiger, Vice Mayor
City Council of the City of Culver City
City Council Skateboard Park Subcommittee

Respectfully submitted,

Anita Shapiro, Chair
Parks and Recreation Commission
Parks and Recreation Skate Park Subcommittee

Brianna M. Frazier
PRCS Senior Management Analyst

These minutes are not official until approved by the City Council Skateboard Park Subcommittee and the Parks and Recreation Commission Skate Park Subcommittee.

JOINT MEETING OF THE
CITY COUNCIL SKATEBOARD PARK SUBCOMMITTEE
AND THE PARKS AND RECREATION COMMISSION SKATE PARK SUBCOMMITTEE
CITY OF CULVER CITY, CALIFORNIA

September 11, 2008
6:08 P.M.

DRAFT

Call to Order - 6:08 p.m.

The Joint Meeting of the City Council Skateboard Park Subcommittee and the Parks and Recreation Commission Skate Park Subcommittee was called to order at 6:08 p.m. in the Cathedral Conference Room, 3rd floor, City Hall.

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Roll Call

City Council Skateboard Park Subcommittee

Members Present: Gary Silbiger, Vice Mayor
Christopher Armenta, Councilmember

Parks and Recreation Commission Skate Park Subcommittee

Members Present: Anita Shapiro, Chair
Rick Hudson, Commissioner

Staff Present: Marlee Chang, Assistant City Manager
Roland Miranda, Deputy City Attorney
Don Pedersen, CCPD Chief of Police
Scott Bixby, CCPD Police Captain
Mike Bowden, CCFD Captain
Sharon Guidry, Enforcement Services Manager
Mary Noller, Budget Services Division Manager
William La Pointe, PRCS Director
Brianna Frazier, PRCS Senior Management Analyst

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Item J-1

A Joint Meeting of the City Council Skateboard Park Subcommittee and the Parks and Recreation Commission Skate Park Subcommittee to Discuss Supervision Alternatives for the Skate Park at Culver City Park.

Bill La Pointe, PRCS Director presented for discussion a memo to the Subcommittees outlining projected revenues and expenditures, both operating and capital, for providing supervision at the Skate Park. Mr. La Pointe explained that the figures proposed by staff represented a mildly conservative view of revenues and a slightly liberal view of costs in an effort to present the potential impact to the City's General Fund should the Council choose to move forward with supervision. The key figures for discussion were as follows:

- Projected Annual Revenue: \$46,375
 - Projected Capital Improvement Expenditures: \$192,950 - \$271,886
 - Projected Annual Operating Expenditures: \$109,553
- Discussion ensued about elements of the revenue and expenditure figures.

Councilmember Armenta remarked that the estimates seemed too high to successfully gain the support needed given the impact to the City's General Fund. He highlighted the Subcommittees' desire to focus on supervision and enforcement to enhance participant, staff and general park user safety and questioned if there were other means to accomplish these goals. His concerns were echoed by Vice Mayor Silbiger and Commissioners Shapiro and Hudson.

Discussion ensued regarding:

- possibility of providing a shaded/comfortable space for staff without investing in a capital improvement project of this scale;
- potential implications to staff safety, emergency response and revenue security if supervision was instituted in the absence of a secure facility (capital improvement);
- availability of grant funding or sponsorships to provide capital improvements;
- decreasing the need for capital improvements by collecting participant payments at other PRCS or City locations, such as the Veterans' Memorial Building, or the Transportation or Public Works Buildings (across from the Skate Park);
- importance of a transition plan and messaging campaign if the Skate Park were to become a fee-for-use facility to ensure users are aware of the change;
- timing of the change to supervision if adopted; and
- procedural options and next steps for consideration of supervision and capital improvements to the site.

Roland Miranda, Deputy City Attorney, in reviewing the staffing proposal presented by staff, advised that if Skate Park staff were to be responsible for checking in and/or taking fees from participants, a minimum of two staff should be on site. Mr. Miranda elaborated that the City's liability could increase if a single staff person were responsible for these duties and supervision as they could be distracted from rule enforcement/safety monitoring.

The Subcommittees reached consensus to further explore the possibility of providing staff supervision to the Culver City Skate Park and requested that staff prepare the item for presentation to the Parks and Recreation Commission and the City Council.

The Subcommittees agreed to reconvene on October 9, 2008 at 6:15 PM to further discuss the issue and review the recommendations made by the Parks and Recreation Commission at their meeting scheduled for October 7, 2008.

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Meeting Adjourned - 7:32 p.m.

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Respectfully submitted,

Gary Silbiger, Vice Mayor
City Council of the City of Culver City
City Council Skateboard Park Subcommittee

Respectfully submitted,

Anita Shapiro, Chair
Parks and Recreation Commission
Parks and Recreation Skate Park Subcommittee

Brianna Frazier
PRCS Senior Management Analyst

INTEROFFICE MEMORANDUM

DATE: WEDNESDAY, OCTOBER 29, 2008

TO: CHAIR ANITA SHAPIRO AND PRCS COMMISSIONERS

FROM:  WILLIAM LA POINTE, DIRECTOR, PRCS, DIRECTOR

SUBJECT: INFORMATION RE SKATE PARK INJURIES

CC: JERRY FULWOOD, CITY MANAGER
JEFF EASTMAN, FIRE CHIEF
DON PEDERSEN, POLICE CHIEF
CAROL SCHWAB, CITY ATTORNEY

As a point of information, the attached is a listing of reported injuries incurred at the Skate Park from October 1, 2007 to October 27, 2008. While specific information may not be disclosed due to legal privacy concerns, which will be discussed below, a copy of a report from the Fire Department showing calls for service in the past twelve (12) months is attached for your review. According to Fire Department records, of the nine calls for service due to an injury at the skate park, one (1) call pertained to a child under the age of 12, with the remaining injured persons falling within the ages of 13-26.

As a threshold matter, under Government Code §6252.50, elected officials are entitled access to public records on the same basis as any other member of the public. Section 6252.50 goes on to provide that it does not limit the ability of elected officials to access public records in the administration of their duties, if permitted by law. In this instance, there are three distinct areas of law that prohibit the disclosure of medical records to the public, as well as councilmembers, with limited exceptions (such as a court order or subpoena): the California Constitution, the federal Health Insurance Portability and Accountability Act ("HIPAA"), and the Public Records Act, contained in the California Government Code.

Specifically, under the Public Records Act, California Government Code §6254(c), medical records are exempted from disclosure. The right of privacy

expressly delineated in the California Constitution, Article 1, §1, has been construed to extend to a patient's medical records. (Pettus v. Cole (1996) 49 Cal.App.4th 402).

Further, and most importantly, HIPAA, enacted in 1996 and codified in Title 42 of the United States Code, contains privacy provisions prohibiting the disclosure of an individual's identifiable health information to another person, without consent. There are voluminous regulations promulgated under HIPAA (45 Code of Federal Regulations ("CFR") §§160, 162, and 164), which implement the policies laid out in HIPAA and further restrict the disclosure of medical information, among other things.

"Individually identifiable health information" is defined in HIPAA to include any information that relates to the past, present, or future physical or mental health or condition of an individual, and/or provision of health care to an individual, and identifies the individual, or gives information in which there is a reasonable basis to believe that the information can be used to identify the individual. (42 USC §1320d).

A person, including a public entity, who violates HIPAA and wrongfully discloses identifiable health information to another person, is subject to fines of up to \$50,000, imprisonment, or both. (42 USC 1320d-6). If you would like to review a copy of the text of HIPAA, please let us know and we will provide it to you in electronic format.

If you have any questions pertaining to this matter, please feel free to contact the City Attorney's Office at (310) 253-5660.

Skate Park

Universe: NONE Population: SPORTS FALL, SKATE PARK Repeat Set: NONE
Incident Date From 10/04/2007 To 10/22/2008

Date	Street #	Street Name	Complaint	Mechanism
10/06/2007	9910	JEFFERSON	BE	SP
			BR	
02/05/2008	9800	JEFFERSON	BE	SP
02/18/2008	9800	JEFFERSON	BE	SP
04/06/2008	9800	JEFFERSON	BE	SP
04/06/2008	9800	JEFFERSON	BF	SP
08/04/2008	9800	JEFFERSON	AL	SP
			14	
			BH	
08/16/2008	9800	JEFFERSON	BE	FA
09/27/2008	9800	JEFFERSON	BE	SP
10/08/2008	9800	JEFFERSON	BH	SP
			BL	

Complaints	Mechanism
BE – Blunt Extremities	SP – Sports
BR – Blunt Fracture	FA – Fall >15ft
BF – Blunt Facial/Dental	
AL – Alter Loc (Level of Consciousness)	
BH – Blunt Head Trauma	
BL – Blunt Minor Laceration	

The Mechanism of Injury subsection identifies **how** an injury was sustained. Whenever a patient suffers from a traumatic injury, at least one box in this section must be marked. Mark as many boxes as apply.

Fall An injury resulting from a fall from any height. This category includes slipping in a bathtub, falling off a bicycle, jumping from a ledge, falling from a horse, etc.

If the patient fell, the following additional box should be marked when applicable.

☐ **>15 ft.** A **vertical uninterrupted** fall of greater than 15 feet. This does not include falling down stairs or rolling down a sloping cliff.

Sports Any injury that occurs during a sporting or recreational athletic activity. This includes such activities as aerobics and jogging.

Skate Park Supervision & User Fees

CITY-STAFFED

Table 1: Proposed Skate Park Hours of Operation and Projected Expenditures & Revenue

Options for Skate Park Hours of Operation	Expenditures for Operations	Revenue from Admission	Subtotal: General Fund Impact	Revenue from Supplemental Activities*	Net General Fund Impact, All Revenue Activities
A Summer: 10 AM - 8 PM daily (10hrs/day) Fall, Winter, Spring: 3 - 7 PM weekdays (4hrs) 10 AM - 7 PM weekends (9hrs)	\$ 70,229.00	\$ 35,820.00	\$ 34,409.00	\$ 5,872.00	\$ 28,537.00
B Summer: 10 AM - 8 PM daily (10 hrs) Fall, Winter, Spring: 12 -3 PM MWF Adult Only (3hrs) 3 - 7 PM weekdays (4hrs) 10 AM - 7 PM weekends (9hrs)	\$ 79,329.00	\$ 39,800.00	\$ 39,529.00	\$ 5,872.00	\$ 33,657.00
C Spring & Summer: 10 AM - 8 PM daily (10hrs) Fall & Winter: 10 AM - 7 PM weekdays (9hrs) 10 AM - 7 PM weekends (9hrs)	\$ 96,444.00	\$ 45,770.00	\$ 50,674.00	\$ 5,872.00	\$ 44,802.00

*Revenue from Supplemental Activities includes:

- Net Revenue from Lessons: \$1,872
- Net Revenue from Special Events: \$2,000
- Net Revenue from Sponsorships: \$2,000

(CITY-STAFFED contd.)

Table 2: Proposed Skate Park User Fees and Projected Revenue

Fee Type	Proposed User Fee	Annual Sales	Annual Revenue
Registration Fee: Adults 18+	\$ 15.00	450	\$ 6,750.00
Registration Fee: Youth	\$ 10.00	850	\$ 8,500.00
Daily Skate Pass: Adults 18+	\$ 4.00	400	\$ 1,600.00
Daily Skate Pass: Youth	\$ 2.00	800	\$ 1,600.00
Quarterly Skate Pass: Adults 18+	\$ 80.00	100	\$ 8,000.00
Quarterly Skate Pass: Youth	\$ 30.00	200	\$ 6,000.00
Annual Skate Pass: Adults 18+	\$ 240.00	25	\$ 6,000.00
Annual Skate Pass: Youth	\$ 90.00	15	\$ 1,350.00
Projected Annual Admissions Revenue			\$ 39,800.00

CONTRACT-STAFFED

Table 3: Proposed Skate Park Hours of Operation and Projected Expenditures & Revenue

Skate Park Hours of Operation	Operations Expenditures	Revenue: All Revenue Activities	Net General Fund Impact
D Summer: 12 PM - 9 PM daily Fall, Winter, Spring: 3 - 9 PM weekdays 9 AM - 9 PM weekends	\$ 200,400.00	\$ 99,000.00	\$ 101,400.00

The figures in Tables 1-3 incorporate the following assumptions:

- *Operations Expenditures* assumes a minimum of two staff persons supervise the facility at any given time.
- *Revenue: Admission* assumes adoption of the User Fees proposed in Table 3. (Exception: The figures presented in Table 4 do not reflect exact user fees but rather an expected cost recovery rate based on the contractors' experience.)
- Assumes the Skate Park closes at dusk and staff would adjust the hours as needed to best ensure the safety of participants.
- Assumes relatively consistent revenue, independent of hours of operation, given the discounted price of purchasing quarterly and annual passes.
- Assumes *Supplemental Revenue Options* will require additional expenditures for staffing, supplies, etc. Projected revenue is a net figure and thus represents the anticipated revenue once these additional expenses are paid.



1401 Olympic Blvd, Santa Monica, CA 90404
310-458-8228, 310-458-2201 Ext. 2020



ANNUAL REGISTRATION FORM

Please print clearly and fill out completely.

Santa Monica residents must provide proof of residency: a copy of a current utility bill and photo ID.

Participant Name: _____

Birth Date: _____ Sex: M () F () Age: _____

Street Address: _____

City State Zip Code

Home Phone: () _____ Work: () _____ Cell: () _____

Email Address: _____

Emergency Contact: (Should be a person who can pick up the participant in the event of an emergency)

Contact #1

First Name: _____

Last Name: _____

Phone: () _____

Relationship: _____

Contact #2

First Name: _____

Last Name: _____

Phone: () _____

Relationship: _____

Skate Park Rules

I acknowledge that I have read, understand and agree to follow the park rules as posted and listed. Failure to abide by these rules may result in any combination of the following: removal from the skate park, citation, loss of skate park privileges.

I have read and acknowledge that biking is not permitted in the pool.

Participant Signature _____

Date

Parent/Guardian if participant is under 18 _____

Date

BASIC INFORMATION:

- This park is designated for skateboarding, bicycle riding, and in-line skating during specified days and times.
- Skateboarding, bicycle riding, and in-line skating are hazardous activities.
- SKATE OR BIKE AT YOUR OWN RISK!
- The skate park is a drop-in recreation facility. Children have the right to come and go from the facility and staff will not prevent children from leaving the facility.
- The City does not supervise park use or users and assumes no responsibility for them.
- Spectators are not permitted in the skate park.
- The City reserves the right to remove park users who violate these rules.
- Special events or contests are not allowed in the skate park unless authorized by the City.

BASIC REQUIREMENTS:

- Skate park users must be 9 years of age or older. An adult should accompany youth under 12 years of age.
- Skate park registration and waiver forms must be signed by each participant (if 18 or over) and by a parent or guardian (if under 18).
- All skate park users must have a Day Use Pass or a current skate park Quarterly Pass.
- Helmets, kneepads and elbow pads are required to be worn in the skate park. Failure to wear helmets, kneepads, and elbow pads in the skate park may result in loss of skate park privileges, and/or removal from the park. Any person failing to do so will be subject to citation.
- All equipment used by participants must be in good condition and must not damage the skate park or its structures, or cause injury to others.
- Shirts, shoes, and clothing must be worn at all times.
- All participants must use the facility safely at all times and avoid collision with others.

PROHIBITED ACTIVITIES:

- Skating on the skate park's curbs, sidewalks, parking lot, or entrance sidewalk is not allowed.
- Persons entering the skate park when it is closed may be cited or arrested for trespass.
- Graffiti, tagging or other forms of vandalism or destruction of property
- Littering. Trash must be disposed of in trash receptacles.
- Smoking, alcohol or drug use.
- Intimidation, hazing, fighting, and antagonistic or disruptive behavior. Such behavior may subject persons to removal from the skate park and be subject to prosecution. Use of profanity (including profanity on clothing).
- Gambling of any kind.
- Skateboarding, biking, in-line skating, or running on wet surfaces.
- Sitting along the tops of the rails.
- Skating against traffic on ramps and pipes.
- Biking in the pool.

PROHIBITED ITEMS:

- Unauthorized pieces of equipment, obstacles, or apparatus may not be brought into the skate park.
- Scoters and motorized devices are not allowed at any time.
- Food and/or beverages.
- Glass bottles or containers.
- Pets.
- Participants wear jewelry at their own risk.

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Participants are prohibited from performing stunts, tricks, or luge skateboarding on all other public property.

Visit us on the web at <http://thecove.smgov.net>, call 310-458-8228 or email thecove@smgov.net



Community Programs Division

1401 Olympic Blvd, Santa Monica, CA 90404

310-458-8228, 310-458-2201 ext 2020

City of
Santa Monica

FEE SCHEDULE

Fee Structure	Cost
All Youth (6-17years)	
Registration Fee	\$10.00
Daily Pass	\$3.00
Quarterly Pass	\$20.00
Yearly Pass	\$80.00
Santa Monica Resident Adults	
Registration Fee	\$15.00
Daily Pass	\$5.00
Quarterly Pass	\$35.00
Yearly Pass	\$140.00
Non-Resident Adults	
Registration	\$16.50
Daily Pass	\$5.50
Quarterly Pass	\$38.50
Yearly Pass	\$154.00

Financial assistance is available to qualifying Santa Monica Youth.

(310) 458-2201 ext2020

Quarterly Passes expire 90 days from purchase, Yearly Passes 365 days from purchase.



WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

Last Name _____ First Name _____

THIS AGREEMENT APPLIES TO THE COVE, SANTA MONICA SKATEPARK.

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, AND BOTH A WAIVER AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE OR DANGEROUS CONDITION OF PUBLIC PROPERTY AND INDEMNITY FOR ALL THIRD PARTY CLAIMS (HEREINAFTER "AGREEMENT").

I know that skateboarding, in-line skating, skating and bicycle riding are inherently dangerous sports and recreational activities in which I choose to voluntarily participate at my own risk. I am aware that the usual risks, hazards and dangers of personal injury, death and disability or property damage and loss (collectively "damages"), necessarily increase when I or others use ramps, curbs, steps, railings, half pipes, inclines or declines, bowls or any other structure or device. I know that the risks, hazards and dangers include, but are not limited to, uncontrollable boards and bicycles, falling, jumping, landing, performing tricks, as well as colliding with other users, staff, bystanders or spectators. I also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above-defined activities are collectively referred to throughout this Agreement as "the Hazardous Recreational Activities.")

By this Agreement, it is my intention to forever relieve CITY OF SANTA MONICA, its officers, employees, and agents, volunteers, sponsors, vendors, contractors, exhibitors (hereinafter "CITY") of any duty to me and I do assume the entire risk of any personal injury, damage, loss, harm, death, claim, medical expense and any other type of expense that might occur during or as a result of my use of, or presence at The Cove, Santa Monica Skatepark (hereinafter "The Cove"). By this Agreement, I also intend to forever release, discharge and absolve CITY from any and all liability for any active or passive negligence whatsoever by CITY and to waive and relinquish any claim or cause of action against CITY for any personal injury, damage, loss, harm, death, medical expense and any other type of expense caused by any negligence of CITY and promise not to sue or exercise any legal right to seek damages from CITY. By this Agreement, I also intend to forever release, discharge, waive and relinquish and absolve CITY from any and all claims or causes of action against CITY for any personal injury, damage, loss, harm, death, medical expense and any other type of expense caused by the condition and/or maintenance of The Cove premises or any of its structures or devices, including but not limited to ramps, curbs, steps, railings, half pipes, inclines, declines, or bowls and promise not to sue or exercise any legal right to seek damages from CITY.

In consideration of utilizing The Cove, I agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Recreational Activities and as to any and all liability for any injury or damages which I may suffer or incur due to any cause whatsoever, while on The Cove premises, I hereby agree:
 - a. To forever waive any and all claims for any injury and/or damages that I may have against CITY or any other person, company or entity in any way associated with it;
 - b. To forever release CITY from any and all liability for any injury and/or damages that I may suffer or incur, or that my next of kin may suffer as a result of my participation in any activity, including but not limited to the Hazardous Recreational Activities;
 - c. To forever hold harmless and indemnify CITY from any and all liability for any injury and/or damages to any third party resulting from my participation in any activity, including but not limited to the Hazardous Recreational Activities.
2. This waiver and release of liability and indemnification agreement shall be effective and binding upon my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of my injury, disability or death.
3. I have read, understand and agree to be bound by the SANTA MONICA SKATE PARK RULES FOR USE while using The Cove. I understand the rules and that violation of the rules may result in loss of park privileges, removal from the park and/or citation.

I acknowledge and understand that The Cove is a drop-in recreation facility. CITY does not supervise skate park use or users and assumes no responsibility for them.

I acknowledge and understand that this agreement affords CITY broader rights and protections than provided by statute, including but not limited to California Health and Safety Code Section 115800, and California Government Code Sections 835 and 831.7.

I hereby consent to the photographing, recording or reproduction in any other manner (including the use of videotapes and audiotapes) of my or my child's likeness, voice and/or skate park activities and further authorize CITY to make unlimited use of such reproductions, including but not limited to, broadcasting to the public of the reproductions over radio and television stations. I understand that I will not receive any monetary compensation, now or in the future, for participating. I hereby release and hold harmless CITY from any claims that may result from the use of such reproductions.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by laws of the State of California and that if any portion of the Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Initials: _____

I certify that I have no medical condition that would cause participation in any activities at The Cove to increase the risk of hazard to my health. In addition, I authorize CITY to provide or cause to be provided such medical treatment that may be necessary or appropriate if I am injured while at The Cove.

I HAVE READ AND VOLUNTARILY SIGN AND INITIAL THIS 3 PAGE AGREEMENT, and further agree that no oral representations, statements, or inducements apart from this Agreement have been made by CITY with regard to the subject matter of this Agreement.

If I am younger than 18 years old, my parent (legal guardian) and I hereby certify that I am younger than 18 years old. I (We) have completely read and understand this Agreement and its terms. Prior to signing this Agreement, I (We) have had the opportunity to consult an attorney about the affect of this agreement. I (We) are aware that, by signing this Agreement, I (We) assume all risks and waive and release all rights that I (We) and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against CITY.

THIS AGREEMENT MUST BE SIGNED IN PRESENCE OF CITY STAFF.

Participant's signature _____

Date _____

Parent (legal guardian) signature _____

Date _____

Parent (legal guardian) driver's license # _____

Phone _____

Verified By _____ (City Staff Only)

ACKNOWLEDGEMENT

(Note: If City staff cannot witness the parent or guardian's signature, the form must be notarized)

State of California

County of _____

On _____ (date) before me _____ (name)

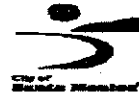
Personally appeared _____ (name), personally known to me – OR – proved to me on the basis of satisfactory evidence, to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

SIGNATURE OF NOTARY



Daily Participation Reporting Form



Date: _____

		11:30am	12:00pm	12:30pm	1:00pm	1:30pm	2:00pm
# of Riders	A						
	Y						
Session: Bike or Skate							
Initials							

		2:30pm	3:00pm	3:30pm	4:00pm	4:30pm	5:00pm
# of Riders	A						
	Y						
Session: Bike or Skate							
Initials							

		5:30pm	6:00pm	6:30pm	7:00pm	7:30pm	8:00pm
# of Riders	A						
	Y						
Session: Bike or Skate							
Initials							

		8:30pm	9:00pm	9:30pm	10:00pm
# of Riders	A				
	Y				
Session: Bike or Skate					
Initials					

Adult Users: Forgotten Card/Red Entry

Youth Users: Forgotten Card/Red Entry



Daily Participation Reporting Form



Date: _____

		11:30am	12:00pm	12:30pm	1:00pm	1:30pm	2:00pm
# of Riders	A						
	Y						
Session: Bike or Skate							
Initials							

		2:30pm	3:00pm	3:30pm	4:00pm	4:30pm	5:00pm
# of Riders	A						
	Y						
Session: Bike or Skate							
Initials							

		5:30pm	6:00pm	6:30pm	7:00pm	7:30pm	8:00pm
# of Riders	A						
	Y						
Session: Bike or Skate							
Initials							

		8:30pm	9:00pm	9:30pm	10:00pm
# of Riders	A				
	Y				
Session: Bike or Skate					
Initials					

Adult Users: Forgotten Card/Red Entry

Youth Users: Forgotten Card/Red Entry



Date: _____



Manual Check-In

	Name-PLEASE PRINT	Time	Emergency Contact #
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
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26			
27			
28			
29			
30			
31			



Skatepark Maintenance Checklist The Cove Santa Monica Skatepark



Date: _____

Representative: _____

Items to be Checked (Use the following pages to record necessary repairs)		OK	Deficiency Noted	Date Corrected
A. Sidewalk				
	Large cracks			
	Depressions			
	Uneven surfacing			
	Water puddles			
B. Landscape				
	Damaged vegetation			
	Trash in and around			
	Damaged irrigation			
C. Fencing				
	Holes in the fabric			
	Deformed fabric			
	Loose guide wires			
	Loose diagonal braces			
	Protruding hog rings			
	Missing components			
	Gates not secured or needs adjustment			
	All hardware tight			
	Exposed metal wire ends			
	Damaged gate locks			
D. Signs				
	Damaged			
	Missing			
	Graffiti			
STREET SECTION				
E. Hand Safety & Grind Railing				
1	Damaged			
2	Cracked Welds			
3	Missing components			
4	Looseness			
F. Cement Areas				
1	Cracks			
2	Graffiti			
3	Trash, foreign material or objects			
4	Puddles			
G. Coping				
1	Cracks			
2	Burrs			
3	Chips			
4	Looseness			
H. Drains (3 in this section)				
1	Free of debris or foreign objects			
2	Functioning			

Items to be Checked (Use the following pages to record necessary repairs)		OK	Deficiency Noted	Date Corrected
PARK SECTION				
I. Cement Areas				
1	Cracks			
2	Graffiti			
3	Trash, foreign material or objects			
4	Puddles			
J. Coping				
1	Cracks			
2	Burrs			
3	Chips			
4	Looseness			
K. Drains (1 in this section)				
1	Free of debris or foreign objects			
2	Functioning			
LARGE BOWL				
L. Cement Areas				
1	Cracks			
2	Graffiti			
3	Trash, foreign material or objects			
4	Puddles			
M. Coping				
1	Cracks			
2	Burrs			
3	Chips			
4	Looseness			
O. Drains (1 in this section)				
1	Free of debris or foreign objects			
2	Functioning			
POOL				
P. Cement Areas				
1	Cracks			
2	Graffiti			
3	Trash, foreign material or objects			
4	Puddles			
Q. Coping				
1	Cracks			
2	Burrs			
3	Chips			
4	Looseness			
R. Drains (1 in this section)				
1	Free of debris or foreign objects			
2	Functioning			
LIGHTING				
Pole 1	Pole, Bulbs, Electrical			
Pole 2	Pole, Bulbs, Electrical			
Pole 3	Pole, Bulbs, Electrical			
Pole 4	Pole, Bulbs, Electrical			
Pole 5	Pole, Bulbs, Electrical			

CITY OF SANTA MONICA "THE COVE" INCIDENT/ACCIDENT REPORT

Name/Title of person preparing report: _____

Date: _____ Time of Inc/Acc: _____ Time Reported: _____

Activity:

☐ Skateboard

☐ In-Line

☐ Bike

Persons Involved:

Name _____ Gender _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Age _____

Name _____ Gender _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Age _____

Witnesses:

Name _____ Gender _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Age _____

Name _____ Gender _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Age _____

Area where Incident/Accident Occurred:

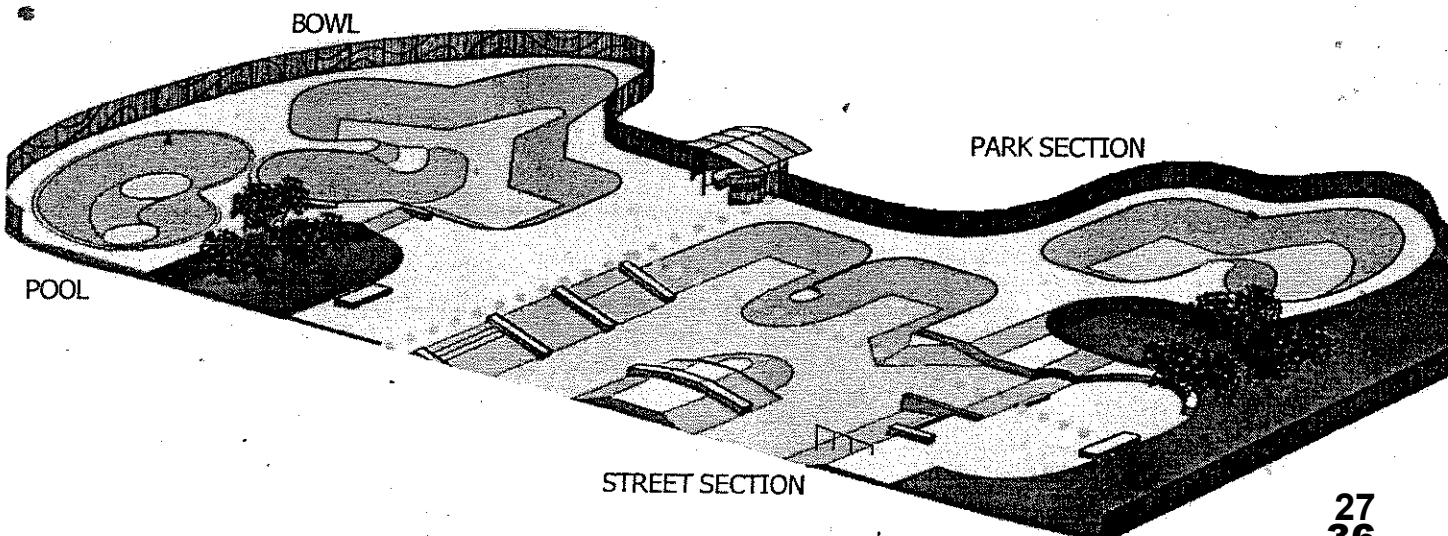
☐ POOL

☐ BOWL

☐ PARK SECTION

☐ STREET SECTION

Please mark area of Incident/Accident on the map.



Detailed description of Incident/Accident:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Area affected:

☐ Head/Neck☐ Face/Mouth☐ Torso/Back☐ Arm/Wrist/Hand☐ Leg/Ankle/Foot

Was the person violating any rules? ☐ Yes ☐ No If yes, explain:

Were the Police contacted? ☐ Yes ☐ No Police Report Number:

Action Taken/Care Given:[illegible]

Was EMS called? ☐ Yes ☐ No If victim was a minor, were parents notified? ☐ Yes ☐ No

Did the person return to activity? ☐ Yes ☐ No

Names of Staff/Rangers Involved:

Signature of Staff making the report:

Signature of immediate Supervisor:

Torrance SkatePark - Torrance - California**Address:**

2200 Crenshaw Blvd
Torrance, CA 90505

Phone: (310) 328-6069

Email: info@torrance skate.com

Park Description:

A 23,000 sq ft street style outdoor park designed for skateboarding and aggressive in liners. The skatepark offers a challenging environment for all levels including a beginners area, a 7 foot bowl, a roof gap, planter boxes, hand rails and a drop in and a roll in from a 7 foot pyramid. The custom designed elements are all skatelite surfaced. The park was designed by skaters for skaters.

Park Rules: See [web site](#)

Waiver required: Yes - available on [web site](#)

Hours of operation: See [web site](#)

Lessons: Yes

Refreshments/Food: Yes

Pads required: Yes

Rentals available: Yes

Helmet required: Yes

Rentals available: Yes

Upcoming events: See [web site](#)

Other Sports allowed at the park: In Line

Pro Shop: No

Web site: [TorranceSkatePark](#)

Information provided by: Torrance Skatepark - 28-Nov-2001



City of Torrance Skate Park

SKATE PARK NEWS

The Skate Park is currently open Friday-Sunday.

The City of Torrance is proud to re-open the South Bay's largest and most exciting Skate Park! Skaters of all skill levels and ages are encouraged to use this recently remodeled attraction whether you are a first time skater or an experienced rollerblader. The City of Torrance Skate Park offers ramps and jumps to suit your needs. Come join us Friday-Sunday for an unlimited amount of skating in the sun. We also offer 2 hour party rentals.

ANNUAL MEMBERSHIP **\$10.00**

2 HOUR SESSION **\$3.00**

ALL DAY PASS- SAT AND SUN ONLY **\$10.00**
(NO MEMBERSHIP REQUIRED)

2 HOUR SESSION **\$5.00**
(NO ANNUAL MEMBERSHIP)

HOURS OF OPERATION/SESSION TIMES

FRIDAY	SATURDAY/SUNDAY
SESSION 1- 3:30pm-5:30pm	SESSION 1- 11:00am-1:00pm
SESSION 2- 6:00pm-8:00pm	SESSION 2- 1:30pm-3:30pm
	SESSION 3- 4:00pm-6:00pm
	SESSION 4- 6:30pm-8:30pm

For additional information regarding the skate park, committee updates and meeting times go to: <http://www.torranceskateparkassociation.com/>

ALL PARTICIPANTS MUST HAVE A WAIVER/RELEASE FORM SIGNED PRIOR TO ADMITTANCE IN THE FACILITY. ANYONE UNDER THE AGE OF 18 MUST HAVE THEIR WAIVER SIGNED BY A PARENT/LEGAL GUARDIAN.

SAFETY EQUIPMENT REQUIRED:

HELMET (STRAPS MUST BE FASTENED)

KNEE PADS

ELBOW PADS

THERE WILL BE NO EXCEPTIONS TO THIS RULE. PARTICIPANTS MUST KEEP PROTECTIVE GEAR ON AT ALL TIMES.

Food and drinks are NOT permitted in the Skate Park.

INAPPROPRIATE BEHAVIOR WILL NOT BE TOLERATED AND MAY RESULT IN TEMPORARY OR PERMANENT REMOVAL FROM THE FACILITY.

FOR MORE INFORMATION: (310)320-9529

Email: Rollerhockey@torrnet.com

PROCEDURES AND GUIDELINES FOR SKATE PARK RENTAL

CLEANLINESS

The representative of each user group is responsible for supervising the clean-up of any area used by his/her group:

- No food or drink allowed inside the Skate Park.

GENERAL INFORMATION REGARDING SKATE PARK RENTAL

- A signed waiver must be on file before participating.
- Skate at your own risk.
- Helmets, elbow pads and knee pads are required.
- Report injuries to skate park management immediately.
- Report any broken equipment, loose screws or unsafe conditions to skate park management immediately.
- The City of Torrance is not responsible for lost or stolen items.
- Anyone caught stealing will be prosecuted.
- No weapons, fighting or reckless behavior.
- No alcohol or controlled substances on property.
- No smoking in the skate park.
- No skating or bikes in neighboring parking lots or properties. Please respect our neighbors.
- No soliciting or unauthorized sales on property.
- No chewing gum in the skate park. No food or beverages in skate areas.
- No Graffiti
- No Profanity
- The time reserved must include the party as well as set-up & clean-up time.

Your group will be billed for any damages.

For any questions regarding reservations, please call the Skate Park Office at (310) 320-9529, Monday through Friday, from 8:00 am to 5:00 pm alternating with a closed Friday every other week.

Signature

Date

City of Torrance
Parks and Recreation Department
Skate Park Membership Form

Participant's Name:		Phone #:	
Parents Names:		Signature verified	Card issued
Address:		Date of Birth:	
City:	State:	Zip:	Sex:
Name of Emergency Contact:	Phone:	Relationship:	
Please list any medical conditions staff should be aware of:			

SKATE PARK RULES:

- A signed waiver must be on file before participating.
- Skate at your own risk.
- Helmets, elbow pads and knee pads are required.
- Report injuries to skate park management immediately.
- Report any broken equipment, loose screws or unsafe Conditions to skate park management immediately.
- The City of Torrance is not responsible for lost or stolen items.
- Anyone caught stealing will be prosecuted.
- No weapons, fighting or reckless behavior.
- No alcohol or controlled substances on property.
- No smoking in the skate park.
- No skating or bikes in neighboring parking lots of properties. Please respect our neighbors.
- No soliciting or unauthorized sales on property.
- No chewing gum in the skate park and no food or beverages in skate areas.
- No graffiti.
- No profanity.

**VIOLATION OF ANY OF THESE RULES MAY RESULT IN EXPULSION FROM THE SKATEPARK
OR SUSPENSION OF SKATEPARK PRIVILEGES. NO REFUNDS WILL BE GIVEN.**

City of Torrance
Parks and Recreation Department
Skate Park Membership Form

Participant's Name:		Phone #:	
Parents Names:		Signature verified	Card issued
Address:		Date of Birth:	
City:	State:	Zip:	Sex:
Name of Emergency Contact:	Phone:	Relationship:	
Please list any medical conditions staff should be aware of:			

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- No chewing gum in the skate park and no food or beverages in skate areas.
- No graffiti.
- No profanity.

**VIOLATION OF ANY OF THESE RULES MAY RESULT IN EXPULSION FROM THE SKATEPARK
OR SUSPENSION OF SKATEPARK PRIVILEGES. NO REFUNDS WILL BE GIVEN.**

CHILD

Statement of Assumption Of Risk And Intentional Release And Waiver ("Release And Waiver")

I hereby represent that I am the parent and/or the legal guardian of _____. I request that my child be allowed to participate in the Torrance Skate Park, Skateboarding and related activities sponsored by the City of Torrance. I am in agreement with all of the terms of this Release and Waiver. I have authority to enter into this Release and Waiver and do so on behalf of my child, myself and all parents and/or legal guardians of my child.

I acknowledge that Skateboarding and activities associated with Skateboarding and the Torrance Skate Park are hazardous and dangerous and require strenuous exercise and activity. I am aware that serious accidents occasionally occur during athletic activities; and that participants may sustain serious personal injury or death and/or property damage, as a consequence thereof. I understand that in addition to the above-mentioned risks, there are unpredictable dangers involved in athletic activities. If, however, I observe any unusual and/or significant hazard I will bring such to the attention of the nearest official immediately and remove my child from participation if necessary. I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY OR EVEN DEATH ON MY CHILD'S BEHALF WHILE HE OR SHE IS PARTICIPATING IN SKATEBOARDING. Understanding the inherent risks and dangers of participating in Skateboarding, I represent that to the best of my knowledge my child has no medical, physical, and/or emotional health condition which would hinder or prevent his or her active participation in Skateboarding in any whatsoever. I also certify that my child is physically fit, has sufficiently trained for participation in this athletic activity and has not been advised otherwise by a qualified medical person.

In consideration of the request and permission to participate in the activity of Skateboarding, I HEREBY AGREE, ON MY OWN BEHALF, ON BEHALF OF MY CHILD, TO RELEASE AND FOREVER DISCHARGE the City of Torrance, the City Council, each member thereof, present and future, its officers, agents, employees, and volunteers (hereinafter "Torrance") from any and all liability for injuries or death or property damage arising or resulting from or in any way connected with my child's participation in Skateboarding, including any such accident, illness, injury or death, or property damage, loss or destruction, caused or allegedly caused by a dangerous condition of public property or by negligence on the part of Torrance. The terms of this Release and Waiver apply to myself and to my child and our heir(s), executor(s), administrator(s), assign(s), successor(s), personal representative(s), distributees, agent(s), spouse (if applicable), legatees, other parents and/or legal guardians of the child, and for all of our family members. I understand that by signing this Release and Waiver we are forever giving up all rights to sue Torrance to recover any money of damages from them for any harm my child may suffer in this activity, even if Torrance is at fault in any way.

I agree that this Release and Waiver shall cover my child's participation in any and all Skateboarding activities and/or any and all Skateboarding related activities sponsored by Torrance including, but not limited to, practice sessions, instructional sessions, activities directed by a coach or a team representative and/or promotional Skateboarding exercises.

I acknowledge that my child's participation in Skateboarding is strictly voluntary and that such participation does not in any manner imply that my child or I am acting in the course and scope of Torrance's business. I further acknowledge that my child's participation in Skateboarding does not and cannot in any manner establish the existence of an employer-employee or an agency relationship of any type whatsoever with Torrance. I represent that my child and I are not employees or agents of Torrance or a carrier on behalf of Torrance in any manner in connection with my child's participation in Skateboarding.

I agree to indemnify and hold Torrance harmless from any and all liability arising out of, whether directly or indirectly, my child's involvement or participation in Skateboarding including, but not limited to, attorneys' fees, whether paid by Torrance, or a carrier on behalf of Torrance, costs, and any liability which may arise out of my child's involvement or participation in Skateboarding.

I acknowledge that I have read and understand this Release and Waiver, have had the opportunity to have counsel of my choice review it with me, and that I am fully aware of the contents of this Release and Waiver and of its binding legal effect.

I have executed this Release and Waiver voluntarily and without duress or undue influence by any person or entity.

In the event a dispute or controversy arises regarding this Release and Waiver, its interpretation, modification, application or termination, the prevailing party shall be entitled to costs and reasonable attorneys' fees from the other party.

No amendment, change or modification of this Release and Waiver shall be valid unless in Writing signed by the Risk Manager of the City of Torrance and by me.

I give my permission to Torrance to obtain on my child's behalf any emergency medical treatment. In case of sickness, accident or injury, Torrance have my express permission to secure, at my expense, such medical attention as is deemed necessary in the sole discretion of Torrance.

I have read and understand all the information presented to me in this document and understand the terms and agreements. Lastly, I agree to accept and abide by the rules and regulations of the Torrance Skate Park, the instructor, the coach, and the City of Torrance.

I understand that my child and I may be photographed. I agree to allow photo, video or film likeness of my child or me to be used for any legitimate purpose by the City of Torrance, officials, producers, sponsors, organizers and/or assigns.

*PLEASE NOTE: Torrance strongly recommends that each participant obtain the appropriate insurance coverage for his or her own protection while engaged in Skateboarding.

(PRINT) Name of Parent

Home Phone

Business Phone

Address of Parent and Participant

Date of Birth

City/State/Zip

Parent's Signature

Date

ADULT

Statement of Assumption Of Risk And Intentional Release And Waiver ("Release And Waiver")

I request to be allowed to participate in the Torrance Skate Park, Skateboarding and related activities sponsored by the City of Torrance. I am in agreement with all of the terms of this Release and Waiver.

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In consideration of the request and permission to participate in the activity of Skateboarding, I HEREBY AGREE TO RELEASE AND FOREVER DISCHARGE the City of Torrance, the City Council, each member thereof, present and future, its officers, agents, employees, and volunteers (hereinafter "Torrance") from any and all liability for injuries or death or property damage arising or resulting from or in any way connected with my participation in Skateboarding, including any such accident, illness, injury or death, or property damage, loss or destruction, caused or allegedly caused by a dangerous condition of public property or by negligence on the part of Torrance. The terms of this Release and Waiver apply to myself and my heir(s), executor(s), administrator(s), assign(s), successor(s), personal representative(s), distributees, agent(s), spouse (if applicable), legatees, and for all of my family members. I understand that by signing this Release and Waiver we are forever giving up all rights to sue Torrance to recover any money of damages from them for any harm I may suffer in this activity, even if Torrance is at fault in any way.

I agree that this Release and Waiver shall cover my participation in any and all Skateboarding activities and/or any and all Skateboarding related activities sponsored by Torrance including, but not limited to, practice sessions, instructional sessions, activities directed by a coach or a team representative and/or promotional Skateboarding exercises.

I acknowledge that my participation in Skateboarding is strictly voluntary and that such participation does not in any manner imply that I am acting in the course and scope of Torrance's business. I further acknowledge that my participation in Skateboarding does not and cannot in any manner establish the existence of an employer-employee or an agency relationship of any type whatsoever with Torrance. I represent that I am not an employee or agent of Torrance or a carrier on behalf of Torrance in any manner in connection with my participation in Skateboarding.

I agree to indemnify and hold Torrance harmless from any and all liability arising out of, whether directly or indirectly, my involvement or participation in Skateboarding including, but not limited to, attorneys' fees, whether paid by Torrance, or a carrier on behalf of Torrance, costs, and any liability which may arise out of my involvement or participation in Skateboarding.

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I have executed this Release and Waiver voluntarily and without duress or undue influence by any person or entity.

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I understand that I may be photographed. I agree to allow photo, video or film likeness of me to be used for any legitimate purpose by the City of Torrance, officials, employees, producers, sponsors, organizers and/or assigns.

*PLEASE NOTE: Torrance strongly recommends that each participant obtain the appropriate insurance coverage for his or her own protection while engaged in Skateboarding.

(PRINT) Name of Participant

Home Phone

Business Phone

Address of Participant

Date of Birth

City/State/Zip

Participant's Signature

Date

Additions to the Skate Park Area**Proposed Projects and Projected Expenditures**

Staff Accommodations		Estimated Cost
Outdoor, on-site staff area (including: emergency communications equipment, shade tent, chairs, table)	\$	4,400.00
Secure Facility for Staff, Drinking Fountain & Equipment: <i>Modular Built</i> (including: electrical, telephone & DSL, water & sewer, computer, etc)	\$	166,950.00
Secure Facility for Staff, Drinking Fountain & Equipment: <i>Custom Built</i> (including: electrical, telephone & DSL, water & sewer, computer, etc)	\$	245,886.00
Other Additions		Estimated Cost
Drinking Fountain Only (includes materials, construction and water connection. Sewer connection add \$20,000)	\$	13,000.00
Surveillance Camera, Signage, Mounting Pole	\$	26,000.00

**EXCERPT OF THE APPROVED MINUTES OF THE
REGULAR MEETING OF THE
PARKS, RECREATION AND
COMMUNITY SERVICES COMMISSION
CITY OF CULVER CITY, CALIFORNIA**

November 6, 2008
7:00 P.M.

Call to Order & Roll Call

The meeting of the Parks, Recreation and Community Services Commission was called to order at 7:06 P.M.

Members Present: Chair Anita Shapiro
Vice Chair Vicki Daly Redholtz
Commissioner Jeffrey Cooper
Commissioner Rick Hudson
Commissioner Marianne Kim

-----**EXCERPT BEGINS**-----

Item A-2

Consideration of a Recommendation to City Council Regarding Options for Supervising the Skate Park and Establishing User Fees

Staff provided a summary of the material of record.

James McDemas opposed fees and regulations in the skate park due to concerns with discriminating against low-income riders and negative impacts to the community by putting kids back on the streets. He felt safety equipment was up to the discretion of parents and noted that most parks did not require fees or pads. He also suggested looking to sports manufacturers and retailers to maintain the park, and he presented drawings with solutions to various issues.

Cary Anderson provided a DVD presentation illustrating rules being repeatedly broken and he discussed: the impact of fees; enforcement issues; supervision and controlled access; and an assertion that the rental of safety equipment would pay for supervision and enforcement.

Staff read the following comment cards:

Price Campbell reported on rules broken at the skate park including bullying and smoking, and noted that very few parents are around.

Mea Combs expressed support for supervising the skate park noting serious problems with smoking and bullying.

Heidi Lemmon, Executive Director of the Skate Park Association, did not recommend a change except to allow BMX on certain days. She cautioned that staffing the park would make the City liable, and suggested making the park more parent-friendly.

Staff and Commission discussion included: operating costs; liability and additional insurance for the City; other skateboard parks in the area and how many are unattended vs. attended; the General Fund impact; City staff operated facility vs. a contractor; the Park Patrol Report; safety issues; charging to offset costs; scholarships; streamlined hours and a desire to accommodate adult users; the number of people required to staff the facility properly; the Torrance facility; the status of the fence and high priority for replacement; sponsorship opportunities; video surveillance; fee structure and assertion that adult fees are too high; Park ID cards; subcommittee input; issues with proper maintenance of safety equipment; the importance of enforcement, consequences and a signed contract; concern with not getting the attention of users; the need for a gate and an inexpensive shelter; a bulletin board; the need for the City to take control; waiting to expand until the City takes control; and a suggestion to conduct a survey for maximum participation.

Trent Williams objected to user fees; fencing the park; and requiring safety equipment.

MOVED BY COMMISSIONER COOPER TO RECOMMEND TO THE CITY COUNCIL THAT THE CULVER CITY SKATE PARK OPERATE AS A SUPERVISED FACILITY WITH ESTABLISHED OPERATING HOURS (TO BE DECIDED) DURING WHICH CITY-STAFF IS ON-SITE TO MONITOR PARTICIPANT ENTRY/EXIT AND RULE COMPLIANCE; AND FURTHER RECOMMEND THE SKATE PARK HOURS OF OPERATION AS OUTLINED IN OPTION B WITH THE HOURS BEING 10 AM TO DUSK AND THE USER FEES PROPOSED IN THIS REPORT. VICE CHAIR DALY REDHOLTZ SECONDED THE MOTION. VOTING ON THE MOTION WAS UNANIMOUS.

Vice Chair Daly Redholtz asked that Commission comments be passed on to the City Council for their consideration, especially that the Commission felt replacement fencing should be a high priority along with the enforcement of park rules by Police and/or Park Patrol.

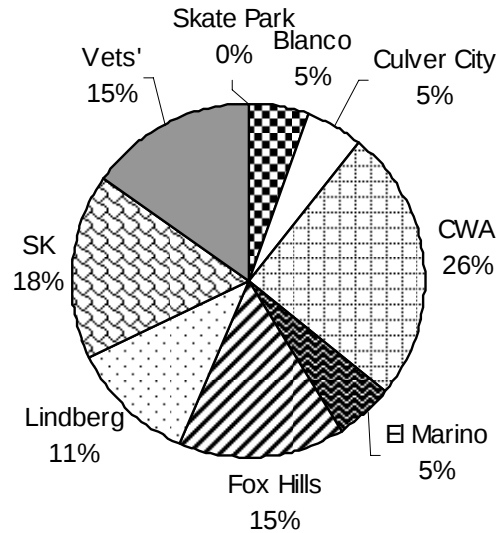
Further discussion between the Commission and staff included: finding a way to get users more involved in their own park; the importance of having a gate; BMXers; posting a notice about the Council meeting in simple language at the park; ensuring that the public speakers from tonight are notified when the item goes before the City Council; and subcommittee consideration of hours, fees and equipment.

-----EXCERPT ENDS-----

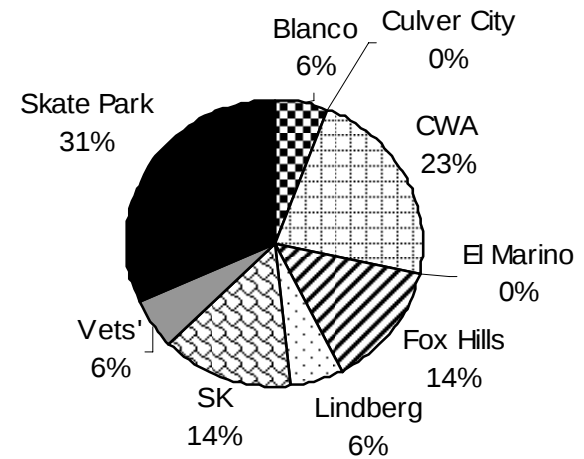
Parks & Playgrounds: School Year Staffing

100% = All staff hours available in season

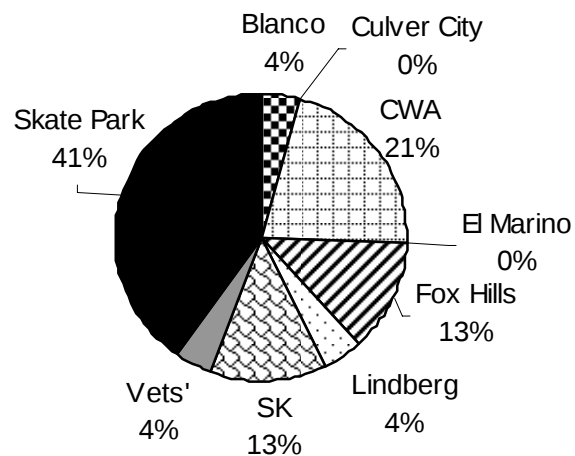
CURRENT: Parks & Playground Staffing Distribution



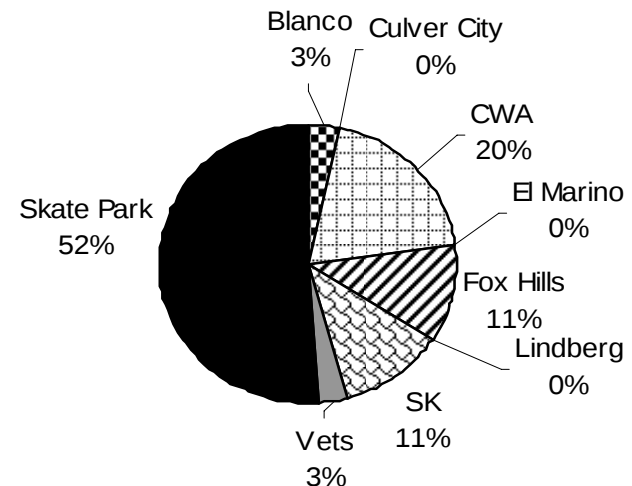
OPTION A: Parks & Playground Staffing Distribution



OPTION B: Parks & Playground Staffing Distribution



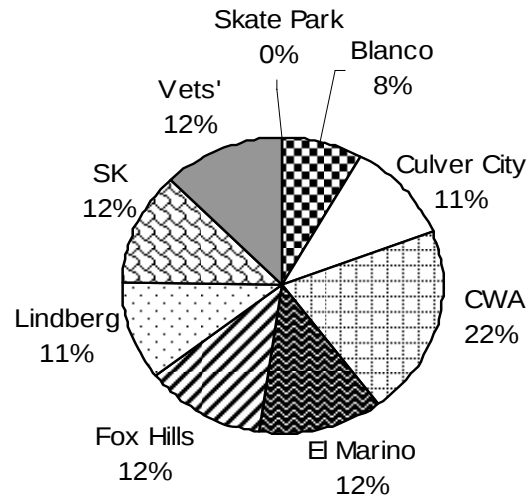
OPTION C: Parks & Playground Staffing Distribution



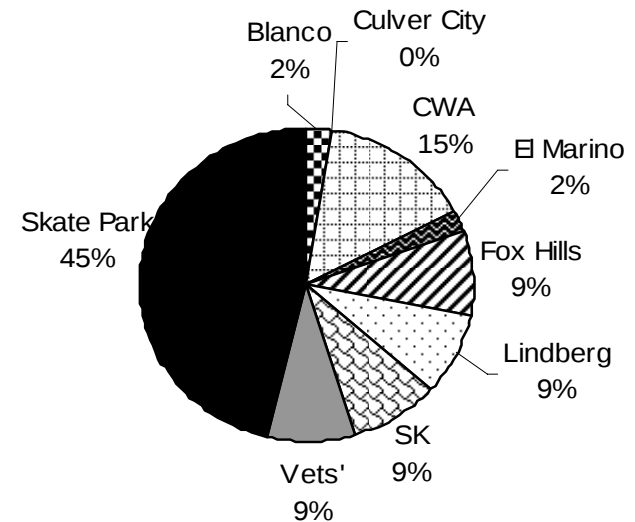
Parks & Playgrounds: Non-School Year Staffing

100% = All staff hours available in season

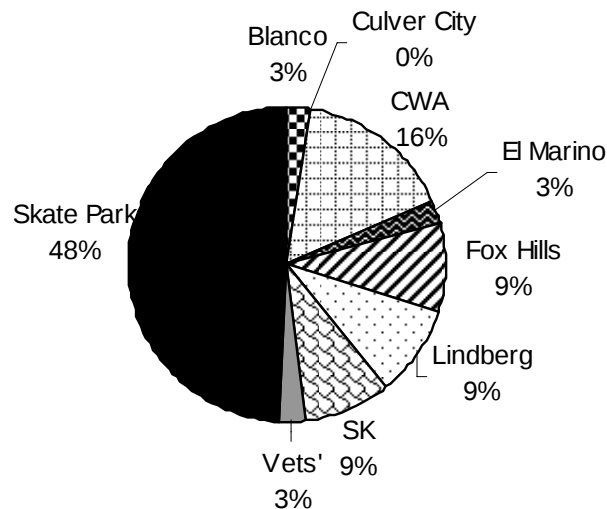
CURRENT: Parks & Playground Staffing Distribution



OPTION A: Parks & Playground Staffing Distribution



OPTION B: Parks & Playground Staffing Distribution



OPTION C: Parks & Playground Staffing Distribution

